

**CITY OF HARTFORD
TAX COLLECTOR
TAX DEED SALE**

July 9, 2008

Bidder Information Package and Rules of Sale

SALE LOCATION:	Bellizzi (f/k/a South) Middle School Auditorium 215 South Street Hartford Connecticut 06114
SALE DATE:	Wednesday, July 9, 2008 Bidder Registration Start Time: 8:30 AM Bidder Registration Closing Time: 9:45 AM Sale Commencement: 10:00 AM Anyone not registered by 9:45 AM will not be registered and will be unable to bid at the Sale.

The following rules ("Rules") will be applicable to the Sale by auction of those certain parcels of real estate to be sold by the City of Hartford, Connecticut (the "City of Hartford") on July 9, 2008 in satisfaction of delinquent taxes as provided by Connecticut General Statutes Sections 12-155 and 12-157 (the "Sale"). For purposes of this Bidder Information Package and Rules of Sale the term, "City of Hartford" shall include all duly authorized officers and agents of the City of Hartford as the context requires. Rights of purchasers are subject to the limitations, including rights of redemption of the taxpayer and others, as provided in the General Statutes. In the event any property is not redeemed within the time provided by law, any lien for taxes coming due after the date of the Sale will continue to have priority over the rights of the tax sale purchaser and the tax sale purchaser may have personal liability for some or all of such taxes. Prospective bidders are urged to consult with their legal counsel concerning these and other legal implications of purchasing real estate at a tax deed sale.

1. RIGHT TO WITHDRAW PROPERTIES. Properties described in legal notices published in advance of the Sale are subject to being withdrawn at any time upon payment of the taxes, interest and other charges, or at the discretion of the City of Hartford Tax Collector ("Collector").
2. BIDDER REGISTRATION. Persons wishing to bid on any property offered for sale must register **by 9:45 AM** prior to the start of the Sale (10:00 AM) on the form provided by the Collector on the morning of the Sale. Such form requires the bidder to provide his or her full name, social security or federal identification number, mailing address, telephone number, and such other information as the Collector has deemed to be in the interest of the efficient administration of her duties. Bidders will have been assigned bidder numbers upon their registration prior to the start of the Sale. **A \$4,000.00 deposit in cash, bank treasurer's,**

cashier's, teller's or certified check by a recognized bank or postal money order made payable to: *Tax Collector, City of Hartford* will be required for EACH PROPERTY a bidder intends to bid upon ("Deposit").

3. PAYMENT IN FULL. Following the Sale, successful bidders will be required to make **payment in full of the remaining amount due on the bid price for each property purchased no later than 3:00 p.m. on Wednesday, July 16, 2008 or they shall forfeit their deposit and the right to purchase the property. This payment must be made by cash, bank treasurer's, cashier's, teller's or certified check by a recognized bank or postal money order made payable to *Tax Collector, City of Hartford*.**

4. NO SALE TO TAX DELINQUENTS. The tax status of all successful bidders will be checked by the Collector for outstanding real property, personal property or motor vehicle tax delinquency to the City of Hartford. The Collector reserves the right to forfeit any bid if any such delinquency of the successful bidder is not cured by 3:00 p.m. on Wednesday, July 16, 2008. The successful bidder shall then be unable to complete the purchase of the property won at the Sale and shall forfeit any deposit tendered towards such purchase. Such deposit shall be applied to the successful bidder's outstanding delinquency first to motor vehicle, then to personal property and finally to real property taxes. Any bidder will be considered a tax delinquent if there is any tax outstanding or past due to the City of Hartford that is owed: (a) in the name of the bidder; (b) by an affiliate of the bidder; (c) by an entity in which the bidder was or is an officer, member, employee, director or owner; or (d) by an entity whose officers, members, employees, directors or owners are officers, members, employees, directors or owners in an entity which is a tax delinquent. The Collector reserves the right to pierce any business entity veil in the determination of tax delinquent status and all decisions of the Collector with regard to the provisions of this section are final and absolute.

5. PAYMENT STANDARDS. The following are acceptable forms of payment for any bid deposit or payment of sale price for any property purchased at the Sale: legal tender of the United States, bank treasurer's, cashier's, teller's or certified check from a recognized bank or postal money order. In the event there is a question whether the paying and/or certifying bank on any check is a recognized bank for purposes of the Sale, the Collector shall take into account such evidence as is immediately available to him or her concerning such institution, such as membership in the Federal Reserve System, insurance by the Federal Deposit Insurance Corporation and general reputation for credit worthiness. All instruments shall be made payable or endorsed by the payee to the order of *Tax Collector, City of Hartford*. The Collector reserves

the right to require proof that the person negotiating any check is the payer of such check (in the case of certified checks) or the holder in due course of such check (in the case of treasurer's or cashier's checks). Notwithstanding the foregoing, all determinations concerning the acceptance of payment in any form for any purpose related to the Sale which is not legal tender shall be within the Collector's sole discretion, and his decision shall be final. Bidders shall complete any reports or returns required by the United States Department of Treasury in connection with the tender of payment in currency or any form deemed to be the equivalent of currency.

6. **TAX COLLECTION RIGHTS RESERVATIONS.** The Collector reserves the right to: (a) reject any and all bids on any property to be sold; (b) withdraw any and all properties from sale for any reason as he or she may see fit; (c) sell the City of Hartford any property offered for sale for the amount of taxes, interest and charges thereon if no higher bid is received; (d) amend the auction rules and impose additional rules on the auction to assure efficient administration; and/or, (e) adjourn the sale of one or more properties until a later date at a time and place to be announced at the auction as provided by statute. All announcements made by the Collector at the Sale location will supersede any prior oral or written statements.

7. **NO REPRESENTATIONS. NO WARRANTIES NOT REQUIRED BY LAW.** Neither the Collector nor the City of Hartford makes any representation or warranty concerning any property offered for sale. In particular, but not exclusively, no representation or warranty is made with respect to any property offered for sale as to title, environmental matters, value, or compliance with any laws, codes, ordinances or regulation. The risk of loss to any property offered for sale as the result of fire or other casualty shall be borne by the winning bidder and/or persons entitled to redeem, in accordance with their respective interests, and not by the Collector or the City of Hartford. The making available of information concerning the persons and firms who have abstracted titles to the properties to be sold for purposes of statutory notice shall not constitute a representation or warranty as to the qualifications of such persons or firms or of the accuracy and completeness of the work performed by them. No agreement to offer to the public any policy of title insurance or certificate of opinion of title to any property shall be implied by any person or firm's performance of such services for the Collector or the City of Hartford or the provision of information concerning such services by the Collector or any official or employee of the City of Hartford. Any of such persons or firms shall, however, be free to provide, where appropriate and for consideration, such related services, policies of title insurance, certificates or opinions of title as they choose to provide to members of the interested public consistent with applicable provisions of law. The information concerning parties receiving notice of the Sale shall be available for a reasonable time prior to and at the Sale to enable prospective bidders, their

attorneys and other interested parties to determine what, if any, interests in properties to be sold may remain outstanding after the Sale.

BIDDER HAS NOT RELIED UPON AND WILL NOT RELY UPON ANY REPRESENTATION OR WARRANTY OF THE CITY OF HARTFORD, THE COLLECTOR OR ITS AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. BIDDER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BIDDER FOR REAL ESTATE AT AUCTION AND IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BIDDER'S CONSULTANTS IN BIDDING FOR ANY PROPERTY BEING SOLD. BIDDER HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE INDIVIDUAL PROPERTIES AND TITLE THERETO AS BIDDER DEEMS NECESSARY. BIDDER ACKNOWLEDGES AND AGREES THAT THE COLLECTOR SHALL CONVEY TITLE TO THE SUCCESSFUL BIDDER BY COLLECTOR'S DEED SUBJECT TO RIGHTS OF REDEMPTION AND ANY ENCUMBRANCES NOT AFFECTED BY THE TAX DEED SALE "AS IS, WHERE IS," WITH ALL FAULTS WITHOUT RECOURSE TO THE COLLECTOR. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS BY THE CITY OF HARTFORD, THE COLLECTOR OR ANY OF ITS AGENTS REGARDING ANY PROPERTY OR THE TAX DEED AUCTION. THE TERMS AND CONDITIONS OF THESE ACKNOWLEDGEMENTS SHALL EXPRESSLY SURVIVE THE SALE AND ANY CLOSING OR OTHER PROCEEDING RELATING TO PROPERTY SOLD OR OFFERED AT THE SALE, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL BE INCORPORATED BY REFERENCE INTO THE DEED TO ANY PROPERTY SOLD AT THE SALE. NEITHER THE CITY OF HARTFORD NOR THE COLLECTOR IS LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS OR INFORMATION PERTAINING TO ANY PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER ACKNOWLEDGES THAT HIS/HER/ITS BID REFLECTS THE "AS IS, WHERE IS" NATURE OF THE SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH ANY PROPERTY SOLD OR OFFERED AT THE SALE. PURCHASER HAS FULLY REVIEWED WITH ITS COUNSEL THESE DISCLAIMERS AND THE LAW GOVERNING TAX DEED AUCTIONS AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

8. PARTIES IN INTEREST – LEGAL ADVICE. Parties already claiming an interest in a property to be sold should seek legal advice concerning the effect of a successful bid for such property.

9. AUCTION PROCEDURES. The Auctioneer conducting the auction shall, in the case of each sale, identify the property to be sold and announce the amount of taxes, interest and other charges sought to be collected. The Auctioneer shall then open bidding at such amount. If there is more than one bid at such price he shall seek higher bids in such increments as he shall determine

in his sole discretion, until there is only one remaining bidder. When there is only one remaining bidder, the Auctioneer may, at his discretion, declare such bid to be the winning bid. If there are no bids on a property when first offered the Auctioneer may re-offer said property at the conclusion of the auction.

10. FAILURE OF SUCCESSFUL BIDDER. If the individual or company determined to be the successful bidder for any property does not tender any balance due on the outstanding bid price of such property by the deadline of **3:00 p.m. on Wednesday, July 16, 2008** such failure will constitute a default of their purchase. In the event of such a default, the Collector and the City of Hartford reserve the right to then contact the individual or company whose bid was the next highest amount bid on said property, if there exists such a bid. The next highest bidder may, by agreement with the City of Hartford, tender the amount represented by the next highest bid to the Collector by any method deemed acceptable by Section 5 hereto, no later than **3:00 p.m. on Wednesday, July 23, 2008**, and, in doing so, assume all rights and privileges of the defaulted bidder. If the next highest bidder is unable or unwilling to tender the amount represented by the next highest bid at this time the Collector and the City of Hartford reserve the right to contact the third highest bidder whose bid was the next highest bid amount on said property (if there exists such a bid) or any other successively next highest bidder on the subject property for the purpose of sale at such bidder's highest bid price.

11. ASSIGNMENT OF BIDS. Assignment of a bid may be requested by a successful bidder to change the name that will appear on the deed from that name under which such successful bidder registered. The assignment may **only** be from the winning bidder to an entity created by the winning bidder (an LLC, for example) to hold the property won at the Sale, or from a winning bidder which is a corporate entity to another corporate entity within the **same** corporate structure. No assignment of property sold at the Sale will be accepted from any winning bidder to unrelated individuals or companies. A bidder wishing to assign their bid in the manner described above must make their request to the Collector in writing on or before **3:00 p.m. on Wednesday, July 16, 2008**. The City of Hartford may approve any assignment it sees fit and reserves the right to reject any such request.

12. NO CONTRACT. Nothing contained in these rules shall be construed to create any contract between the Collector or the City of Hartford and any other person.

13. SALE SUBJECT TO ADDITIONAL TAXES. **The aforesaid properties are sold in satisfaction of the taxes on the list of October 1, 2007 and all previous years not previously**

assigned by the City of Hartford. The amount due for the first installment of the 2007 Grand List taxes which are due on July 1, 2008 and the second installment of the 2007 Grand List taxes which are due on January 1, 2009 will be added to the delinquent amount of each property sold and shall be collected from the successful bidder at the time of payment of the total bid amount. If title passes to the successful bidder they will be responsible for payment in full (including interest) to satisfy the total amount due of all unpaid taxes, fees and costs.

14. SALE SUBJECT TO RIGHTS OF OTHER GOVERNMENTAL ENTITY. The aforesaid properties are sold subject to the rights, if any, held by the Federal Deposit Insurance Corporation or the Resolution Trust Corporation (whether in their corporate capacities or as receiver, conservator or otherwise), the United States of America or any of its governmental instrumentalities, and to easements, covenants, restrictions and similar interests appurtenant to land taxed as a separate parcel.

15. WAIVER OF RIGHTS. Neither the Collector nor the City of Hartford makes any warranty or representation as to any interest in the aforesaid premises created, or exempted from levy and sale, or rights of the United States of America to redeem, under laws of the United States, and, by acceptance of this deed, the said winning bidder and grantee agrees that it shall have no claim or cause of action against the Collector or the City of Hartford by reason of any such interest or rights.

16. RESERVATION REGARDING RIGHT OF OTHER GOVERNMENTAL UNIT. The Collector reserves the right to make any sale subject to any lien or other interest in favor of the City of Hartford, the State of Connecticut, or any other governmental, public or municipal entity in the interest of avoidance of litigation over questions of priority or immunity from levy and sale of such interests, to further harmonious intergovernmental relations, or for any other purpose. In such cases, the interest(s) subject to which the property is to be sold will be: (a) announced at the commencement of bidding; (b) noted on the written acknowledgment of the winning bid; and (c) stated as an exception on the Collector's Deed.

17. DECISIONS OF COLLECTOR AND AUCTIONEER ARE FINAL. **All decisions of the Collector and of the Auctioneer conducting the Sale are final as to the sale order, the methods of bidding, designation of a winning bidder, disputes among bidders, increments of bidding, and any other matters that may arise before, during or after the Sale.**

18. LIST OF PROPERTIES. The following is a list of properties to be sold at the Sale:

	Property Address	Taxpayer Name	MBL	Amt Due ⁽¹⁾
1	52-54 Boothbay St	Samuel Saylor	522-005-012	\$5,429.40
2	202 Burnham St	Keith L. Hinds	504-003-017	\$16,036.91
3	310 Franklin Av	Clara N Morel	220-004-004	\$20,622.52
4	54 Grafton St	Condo 53, LLC	118-003-041	\$31,729.14
5	247 Walnut St	Larry Percy	407-002-001	\$13,424.48

Note (1): Amount due is as of July 9, 2008 and may increase before the Sale as additional costs could be incurred; and will increase in the amount of interest on unpaid principal taxes for all grand list years delinquent. If the property is struck-out, it is no longer available in the auction.